



LEROY D. BACA, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**



November 14, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT TO LAW ENFORCEMENT SERVICE AGREEMENT  
BETWEEN THE COUNTY OF LOS ANGELES  
AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)  
METROLINK COMMUTER RAIL SYSTEM  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve Amendment #1 of the Los Angeles County Sheriff's Department's Law Enforcement Service Agreement with the Southern California Regional Rail Authority (SCRRA) that extends the period of performance through June 30, 2011, increases the contract authority by \$200,000 for a new total not-to-exceed contract amount to \$7,224,075, and adds Appendix C - Standard Terms.
2. Instruct the Mayor of the County of Los Angeles to sign Amendment #1 of the Law Enforcement Service Agreement with the SCRRA.

**PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this amendment is to extend the agreement for law enforcement services provided to SCRRA within said SCRRA system area.

Approval of this contract renewal will permit the Los Angeles County Sheriff's Department (Department) to continue to provide law enforcement services to the SCRRA.

*A Tradition of Service*

### Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 2: Workforce Excellence, by enhancing the quality and productivity of service through law enforcement efforts of protecting the community. This action also conforms to Goal 4: Fiscal Responsibility, by strengthening the County's fiscal capacity through additional resources acquired from these agreements. As part of the Board's commitment to the County of Los Angeles, your approval of the recommended action would enhance Los Angeles County's Strategic Plan, Goal 8: Public Safety, by maintaining a law enforcement presence throughout the County. The Department can facilitate a more rapid and organized deployment of safety personnel to all segments of the County in situations of terrorism and mutual aid emergencies.

### **FISCAL IMPACT / FINANCING**

None. The SCRRA will pay the Department for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller each fiscal year. The Auditor-Controller, pursuant to the policies and procedures adopted by your Board, calculates the contract rates. The estimated annual revenue of this contract will increase by \$200,000 to an amount of approximately \$7,224,075, including liability costs. The estimated revenue is comprised of \$6,341,275.13 for general law enforcement services and \$882,799.87 (\$200,000 increase) for supplemental law enforcement services.

### **FACTS AND PROVISIONS**

The SCRRA desires to continue law enforcement services within the said SCRRA system area. The term of the contract is extended to June 30, 2011.

This agreement has been approved as to form by County Counsel.

The attached contract analysis is in accordance with the Board of Supervisors' Policy Number 5.045, Law Enforcement Services Contracts Review, and has been approved by both the Auditor-Controller and Chief Administrative Officer.

### **IMPACT ON CURRENT SERVICES**

This contract amendment continues the quality law enforcement services and public safety provided by the Department to the SCRRA system area. The amendment requires no additional personnel and will not negatively impact the Board of Supervisors' priorities to staff the jails and unincorporated County areas. Both the

The Honorable Board of Supervisors  
November 14, 2006  
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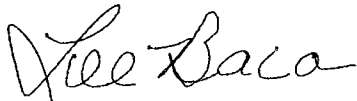
County of Los Angeles and the SCRRA benefit from the effects and the efficient utilization of County resources in this partnership.

**CONCLUSION**

This Agreement enables the Sheriff to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime as a result of serving areas within the County.

Upon approval by your Board, please provide two (2) certified copies of the Board-adopted letter, and the signed agreements, to the Sheriff's Department's Contract Law Enforcement Bureau, Captain Edward Rogner.

Sincerely,

A handwritten signature in black ink that reads "Leroy D. Baca". The signature is written in a cursive, flowing style.

LEROY D. BACA  
SHERIFF



SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Member Agencies:  
Los Angeles County  
Metropolitan Transportation  
Authority.  
Orange County  
Transportation Authority.  
Riverside County  
Transportation Commission.  
San Bernardino  
Associated Governments.  
Ventura County  
Transportation Commission.  
Ex Officio Members:  
Southern California  
Association of Governments.  
San Diego Association  
of Governments.  
State of California.

**AMENDMENT NO. 1 TO CONTRACT NO. SP220-06**

**BETWEEN**

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**

**AND**

**COUNTY OF LOS ANGELES**

**FOR LAW ENFORCEMENT SERVICES**

This Contract Amendment is entered into by and between the Southern California Regional Rail Authority (hereinafter called "Authority") and the COUNTY OF LOS ANGELES (hereinafter called "County").

**RECITALS**

**WHEREAS:**

- I. Authority and County have entered into an agreement for Law Enforcement Services.
- II. Authority hereby amends contract to increase contract authority for FY 06-07 as authorized and approved by Authority Board on September 22, 2006 and extend period of performance.

NOW, THEREFORE, Authority and County hereby amend their Contract as follows:

1. Amend Article 2, PERIOD OF PERFORMANCE, to extend the period of performance. The new period of performance shall be from July 1, 2006 to June 30, 2011.
2. Amend Article 3, PAYMENT, Paragraph B to increase the contract authority by \$200,000 for a new total not-to-exceed contract amount of \$7,224,075.

Contract No. SP220-06

Amendment No. 1

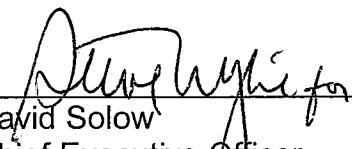
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3. Amends the Contract to incorporate Appendix C, standard terms and conditions, governing the administration of a Contract supported with Federal financial assistance awarded by the Department of Homeland Security under Grant No. 2005-GB-T5-0002.

III. As hereby amended, the Contract remains in full force and effect.

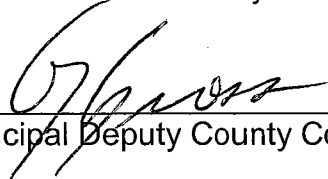
IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed as of the day and year first therein above written.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY      COUNTY OF LOS ANGELES

By:   
David Solow  
Chief Executive Officer

By: \_\_\_\_\_  
Michael D. Antonovich  
Mayor, County of Los Angeles

**APPROVED AS TO FORM:**  
RAYMOND H. FORTNER, JR.  
Counsel of the County of Los Angeles

  
Principal Deputy County Counsel

**ATTEST:**  
SACHI A. HAMAI  
Executive Officer - Clerk  
Los Angeles County Board of Supervisors

By: \_\_\_\_\_  
Deputy

## **APPENDIX C**

### **33. FEDERAL REQUIREMENTS**

#### **A. APPLICABILITY OF FEDERAL GRANT AGREEMENT**

This Agreement may be subject to one or more financial assistance Agreements between Authority and the U.S. Department of Homeland Security and the Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1E. The County and its Subcontractors are required to comply with all terms and conditions prescribed for third party Agreements in these documents. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, contract award indicates that the County agrees to accept all changed requirements that apply to this Agreement.

#### **B. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The County shall not perform any act, fail to perform any act, or refuse to comply with any Authority request that would cause the Authority to be in violation of the FTA terms and conditions.

#### **C. FEDERAL FUNDING LIMITATION**

County understands that funds to pay for County's performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. A portion of the Authority's obligation hereunder may be payable from funds that are appropriated and allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, Authority may terminate or suspend County's services without penalty. Authority shall notify County promptly in writing of the non-allocation, delay, or disapproval of funding.

#### **D. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The County acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by

the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the County or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The County agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

#### **E. INSPECTION AND AUDIT**

County shall maintain a complete set of records relating to this Agreement in accordance with Generally Accepted Accounting Practices (GAAP) of the United States.

Authority may, at any time, and at its own cost, conduct or have conducted an inspection or audit of any aspect of County's performance of its duties and obligations under this Agreement. Upon reasonable notice, County shall permit auditors or any other duly authorized agent of Authority, the U.S. Department of Transportation, and the Comptroller General of the U.S. to inspect, examine and audit all financial books, records, accounts, work and materials relating to the County's performance under this Agreement except as prohibited by law. Authority shall also have the right to reproduce any such books, records and accounts.

All such books, records, accounts and documents shall be maintained and be accessible to Authority, within Authority's five-county service area, for three years after completion or termination of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case County agrees to maintain all records until Authority, the FTA Administrator, the Comptroller General, or any of duly authorized representatives, have disposed of such litigation, appeals, claims or exceptions related thereto. For purposes of audit, the date of completion of the Agreement shall be the date of Authority's payment for County's final billing (so noted on the invoice) under this Agreement.

Subcontracts or other agreements with the County's Subcontractor's shall include the above provisions with respect to audits. The term "subcontract" as applies to these audit requirements excludes agreements not exceeding \$10,000.

Any payment by Authority shall be subject to a reasonable audit, in accordance with GAAP of the United States, and evaluation of operations, performance, and costs. The scope of such audit and evaluation may be either financial or operational, or both and may include, in addition to costs and wages reimbursed by Authority, County's controls, practices, and

procedures and their effect upon the efficiency and quality of performance provided by County. Upon completion of the audit, any adjustments required to make any reconciliation required shall be paid or credited, as the case may be, in accordance with the payment provisions of this Agreement.

#### **F. WORKPLACE DRUG AND ALCOHOL TESTING PROGRAMS**

1. Compliance with 49 CFR 653 and 654. County shall comply with the FTA drug and alcohol testing regulations (49 CFR Part 653 and Part 654) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace drug and Alcohol Testing Programs (49 CFR Part 40). Non-compliance may result in suspension or termination of Agreement and/or non-payment of outstanding invoices.

For purposes of this compliance program, safety-sensitive employees are defined as follows:

- a. Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

- (1) Operating a revenue service vehicle, including when not in revenue service;
- (2) Operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
- (3) Controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
- (4) Maintaining revenue service vehicles or equipment used in revenue service; and
- (5) Carrying a firearm for security purposes.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

#### **G. PREFERENCE FOR RECYCLED PRODUCTS**

To the extent practicable and economically feasible, the County agrees to Provide a competitive preference for recycled products to be used in the



Project pursuant to the U.S. Environmental Protection Agency Guidelines at 40 CFR Parts 247-253, implementing Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

The County should use both sides of paper sheets for copying and printing, where practicable.

#### **H. FEDERAL LOBBYING RESTRICTIONS**

County has certified and disclosed in their Proposal submittal, for itself and for each subcontractor, at all tiers, performing work or services on the Agreement, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of the Authority, a Member Agency, any other state or Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federally-funded contract, grant or any other award, covered by 31 USC 1352. County and subcontractors at every tier must have disclosed the name of any registrant under the Lobbying Disclosure Act of 1995 who has made a lobbying contact on its behalf with non-Federal funds with respect to Federally-funded contracts, grants or awards covered under the Lobbying Disclosure Act of 1995. Such disclosures are forwarded from tier to tier up to the County, and from County to Authority.

County shall file a certification and disclosure, as required by 49 CFR 20, when any of the following covered events occur:

1. County has increased, by \$25,000 or more, the amount paid or expected to be paid for influencing or attempting to influence any covered Federally-funded action;
2. County has changed the person(s) or individual(s) influencing or attempting to influence a covered Federally-funded action;
3. A subcontract, at any tier, in an amount of \$100,000 or more is awarded by County for work or services included within the scope of this Contract;
4. An amendment to this Agreement, in an amount of \$100,000 or more is approved by the Authority.

#### **I. REQUIREMENTS OF AMERICANS WITH DISABILITIES ACT**

The County is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

1. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
2. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27.
3. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35.
4. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
5. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
6. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630.
7. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F.
8. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
9. Any implementing requirements that the FTA may issue.

**J. SUBCONTRACTORS' CERTIFICATION REGARDING DEBARMENT  
SUSPENSION OR INELIGIBILITY**

The County has certified in their proposal submittal that they agreed to comply with the requirements of 49 CFR 29, subpart C and shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each Subcontractor to complete the certification in the form entitled "Certificate of Subconsultant Regarding Debarment, Suspension, and Other Ineligibility and Volunteer Exclusion".

Each subcontract, regardless of tier, a provision that the Subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining

federal assistance funds, and a provision requiring each lower-tiered Subcontractor to provide the certification set forth in the proposal document.

**K. ENERGY CONSERVATION**

County shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

**L. CLEAN WATER REQUIREMENTS**

The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§1251, *et seq.* The County agrees to report any violation of these requirements resulting from any project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

**M. CLEAN AIR**

The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§7401, *et seq.* The County agrees to report each violation to Authority and understands and agrees that Authority will, in turn report each violation as required to assure notification to FRA and the appropriate U.S. EPA Regional Office.

**N. PRIVACY**

Should the County, or any of its subcontractors, or their employees administer any system of records on behalf of the federal government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, Authority and any Countys, Third-Party Countys, Subcontractors, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Agreement will make this Agreement subject to termination.

The County agrees to include this clause in all subcontracts awarded under this Agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

**O. CHANGES IN GOVERNMENTAL REGULATIONS**

In the event local, State or federal laws or regulations are enacted before Start Date of Services and such laws or regulations make standards more stringent or compliance more costly under this Agreement, the County shall notify Authority in writing of such laws or regulations and their effects on the pricing promptly after the County first became aware of the laws and regulations. The Authority will make a determination as to whether the County should be reimbursed for any such expenses. The County shall be deemed to have had notice of any Federal law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the contract award.

The County shall, immediately upon becoming aware of any such imposition or change of requirement, Provide the Authority with full and detailed particulars of the changes required and of costs involved therein, or shall be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the County's performance less expensive, or less difficult, then the Authority shall have the option either to require the County to perform pursuant to the more rigorous requirements or to receive a reduction in the cost of Services for all savings in direct costs which may be realized by the County by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the County. The Authority shall give the County notice of the Authority's determination, and anticipated savings.

**P. CIVIL RIGHTS COMPLIANCE**

During the performance of this Agreement, County, for itself, its assignees, and its successors in interest (hereinafter referred to as "County"), agrees as follows:

**1. Nondiscrimination.**

In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC § 5332, the County agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the County agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

a. Equal Employment Opportunity:

(1). Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, the County agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Agreement. The County agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay other forms of compensation; and selection for training, including apprenticeship. In addition, the County agrees to comply with any implementing requirements FTA may issue.

(2). Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§623 and Federal transit law at 49 USC §5332, the County agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the County agrees to comply with any implementing requirements FTA may issue.

(3). Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC §12112, the County agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In

addition, the County agrees to comply with any implementing requirements FTA may issue.

**Q. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

**R. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

Apart from inconsistent requirements imposed by Federal statute or regulations, the County agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

**S. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

County agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor .

**T. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The County acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the County certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which the services are being performed. In addition to other liquidated damages that may be applicable, the County further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the County to the extent the Federal Government deems appropriate.

The County also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification

to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC §5307, the government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the County, to the extent the Federal Government deems appropriate.

The County agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

#### **U. PROMPT PAYMENT TO SUBCONTRACTORS**

County agrees to make prompt payment to all Subcontractors (both Disadvantaged and Non-disadvantaged Business Enterprises) for satisfactory Work performed. For purposes of this agreement "prompt payment" shall mean payment of all invoices substantiated to County's requirements no later than ten (10) working days from County's receipt of payment from Authority.

Should County retain partial payment of Subcontractor's invoice to insure performance or for any other reason, County agrees to make payment of such retainage within 30 (thirty) working days of satisfactory completion of the Services or other obligation.

Failure of County to make prompt payment as defined in this clause or to delay payment without prior written consent of Authority shall constitute noncompliance with this agreement, which may result in appropriate administrative sanctions which may include withholding of payment of County's invoice by Authority until payment is made to the Subcontractor, or termination of the agreement in accordance with Article 5 entitled Termination for Breach of Agreement.

Upon the Authority's request, the County shall make available to the Authority evidence that the County has paid Subcontractors/Suppliers all amounts due, in accordance with the services performed in a satisfactory manner by each Subcontractor/Supplier.

#### **V. COORDINATION WITH CALIFORNIA LAW**

When a conflict exists between California law and Federal law, the law establishing the higher standard applies. County and any Subcontractors shall insert this clause in any lower tier contract.

**W. SEISMIC SAFETY**

County shall comply with all applicable regulations of U.S. DOT on seismic safety at 49 CFR Part 41 and any implementing guidance FTA may issue.



# SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERVICES CONTRACT ANALYSIS

Name of Entity: Southern California Regional Rail Authority/Metrolink

Incorporated City \_\_\_\_\_ Other Agency X

## 1. Description of Services to be provided:

The Sheriff's Department will provide Law Enforcement Services to the Southern California Regional Rail Authority (SCRRA)/Metrolink System throughout Southern California through June 30, 2011.

## 2. Required Resources:

<u>Description</u>	<u>#</u>	<u>Item Cost</u>	<u>Total Cost</u>
<u>Start-Up:</u>			

Not Applicable (Contract Extension)

## Personnel:

The exact service levels for Metrolink are as follows: 30 Deputy Sheriffs, 1 Bonus I Deputy Sheriff, and 6 Law Enforcement Technicians. The attached rates were determined by the Auditor-Controller's Office pursuant to Board of Supervisor's Policy.

TOTAL REQUIRED RESOURCES: 37 Personnel

IS AN APPROPRIATION ADJUSTMENT REQUIRED? YES \_\_\_\_\_ NO X

## 3. Briefly describe the short and long-term sources of the staffing for the proposed new contract (e.g. overtime, new hires, transfers, ect.):

Amendment #1 to the Southern California Regional Rail Authority/Metrolink Law Enforcement Services Agreement will not have any affect on both the short and long term resources of the Sheriff's Department. The service and staffing levels will remain the same as that adopted by the Los Angeles County Board of Supervisors on June 20, 2006. The Sheriff's Department has and will continue to provide four of the service units using overtime until deputies are assigned to the positions subsequent to obtaining Board approval for the additional sworn budgeted positions.

## 4. Briefly describe how the proposed contract and new staffing requirements will impact current unincorporated area services:

Approval of this contract amendment will not have any impact on the services provided to the unincorporated patrol areas because the service level will remain the same as that adopted by the Los Angeles County Board of Supervisors on June 20, 2006.

Contact: Sergeant Andrew Rosso

Phone: 323-526-5737

Name and Title

## APPROVAL SIGNITURES:

  
AUDITOR-CONTROLLER'S OFFICE

  
CHIEF ADMINISTRATIVE OFFICE